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Attorneys for Plaintiff LORI C. WYATT-WILLIAMS,  
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

LORI C. WYATT-WILLIAMS, on behalf of  
herself and others similarly situated,  
  
Plaintiff,  
  
vs.  
  
EXCEPTIONAL CHILDREN’S  
FOUNDATION; and DOES 1 to 100, inclusive,  
  
Defendants.

Case No.: 22STCV34952

**CLASS ACTION**

*[Assigned for all purposes to the Hon. Carolyn  
B. Kuhl, Dept. 12]*

**~~[PROPOSED]~~ JUDGMENT AND ORDER  
GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

*[Filed concurrently with the Declaration of  
Eve Howe in Support; and Motion for Final  
Approval of Class Action Settlement]*

Hearing Information:  
Date: August 28, 2024  
Time: 10:30 a.m.  
Dept.: 12

**FILED**  
Superior Court of California  
County of Los Angeles

**08/28/2024**

David W. Slayton, Executive Officer / Clerk of Court

By:           L. MGreené           Deputy

1 Plaintiff Lori C. Wyatt-Williams (“Plaintiff”) Notice and Motion for Final Approval of Class  
2 Action Settlement and Motion for Award of Attorneys’ Fees and Costs with Defendant Exceptional  
3 Children’s Foundation (“Defendant”) came before this Court on August 28, 2024, at 10:30 a.m. in  
4 Department 12 of Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N.  
5 Spring Street, Los Angeles, CA 90012. Having received and considered the court-approved Class  
6 Action and PAGA Settlement Agreement and Class Notice, attached as Exhibit 1 to the Declaration  
7 of Eve Howe in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement and  
8 Motion for Award of Attorneys’ Fees and Costs filed on August 13, 2024 (together, the “Settlement”  
9 or “Settlement Agreement”), Plaintiff’s Motion for Final Approval of Class Action Settlement and  
10 Motion for Award of Attorneys’ Fees and Costs, the supporting papers filed by the Parties, the  
11 declaration of Jeremy Talavera on behalf of CPT Group, and the evidence and argument received by  
12 the Court in conjunction with the Motion for Preliminary Approval of Class Action Settlement and  
13 Documents thereto, the Court grants final approval of the Settlement and **HEREBY ORDERS AND  
14 MAKES THE FOLLOWING DETERMINATION:**

15 1. This Court has jurisdiction over the subject matter of the action and over the Parties,  
16 including all members of the settlement class.

17 2. The Court finds that the Class (defined below) is properly certified as a class for  
18 settlement purposes only:

19 All current or former direct employees, as well as any temporary  
20 employees employed through a temporary services agency, who in  
21 either case worked for ECF in the State of California and were  
22 classified as hourly non-exempt during the “Class Period.” (The term  
23 “Class” expressly excludes those classified as a Consumer, School  
24 Consumer or Laborer – Consumer.) The “Class Period” means the  
25 period from November 2, 2018, through March 28, 2024.

26 3. The Court appoints Plaintiff Lori C. Wyatt-Williams as Class Representative for  
27 settlement purposes only.

1           4.       The Court appoints Joseph Lavi, Esq., Vincent C. Granberry, Esq., and Eve Howe,  
2 Esq. of Lavi & Ebrahimian, LLP as Class Counsel for settlement purposes only.

3           5.       The notice provided to the class members conforms with the requirements of  
4 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules  
5 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable  
6 law, and constitutes the best notice practicable under the circumstances, by providing individual  
7 notice to all class members who could be identified through reasonable effort, and by providing due  
8 and adequate notice of the proceedings and of the matters set forth therein to the other class members.  
9 The notice fully satisfied the requirements of due process.

10          6.       The Court finds the settlement was entered into in good faith, that the settlement is  
11 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable  
12 requirements for final approval of this class action settlement under California law, including the  
13 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule  
14 3.769.

15          7.       The Settlement Agreement is not an admission by Defendant or by any other released  
16 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant  
17 or any other released party. Neither this Order, the Settlement, nor any document referred to herein,  
18 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission  
19 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or  
20 any of the other released parties.

21          8.       No Class Members have objected to the terms of the Settlement.

22          9.       One Class Member has requested exclusion from the Settlement. Their name is  
23 Aahoo Mozaffari.

24          10.       Within twenty-one (21) calendar days following the Effective Date, Defendant shall  
25 provide the Gross Settlement Amount of One Million Ninety-Eight Thousand Dollars and Zero Cents  
26 (\$1,098,000.00) and an amount sufficient to pay employer's share of payroll taxes with respect to the  
27 wages portion of the Individual Class Payments to the Settlement Administrator. Within fourteen (14)  
28

1 calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will  
2 pay (a) Individual Class Payments to Participating Class Members; (b) Individual PAGA Payments  
3 to Aggrieved Employees; (c) the LWDA PAGA Payment to the LWDA; (d) Court-approved Class  
4 Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel; (e) Court-  
5 approved Class Representative Service Payment to Plaintiff; and (f) Court-approved Administration  
6 Expenses Payment to itself. The envelope transmitting a settlement distribution to Class Members  
7 shall bear the notation “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.”

8           11. In the event that an Individual Class Payment and/or Individual PAGA Payment check  
9 is returned to the Settlement Administrator as undeliverable and the Settlement Administrator is  
10 unable to locate a valid mailing address, if the Participating Class Member whose check was returned  
11 is a current employee of Defendant, the Settlement Administrator and Defendant shall arrange to have  
12 the check delivered to the Participating Class Member at their place of employment.

13           12. In addition to any recovery that Plaintiff may receive under the Settlement, and in  
14 recognition of the Plaintiff’s efforts on behalf of the settlement class, the Court hereby approves the  
15 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff  
16 in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00).

17           13. The Court approves the payment from the Gross Settlement Amount of attorneys’ fees  
18 to Class Counsel in the sum of Three Hundred Sixty-Five Thousand Nine Hundred Sixty-Three  
19 Dollars and Zero Cents (\$365,963.00), and the reimbursement of litigation expenses in the sum of  
20 Twenty-Five Thousand Four Hundred Thirty-Three Dollars and Four Cents (\$25,433.04). Both are  
21 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable  
22 percentage of the common fund obtained for the class. The court also has considered the lodestar  
23 amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the  
24 actual benefit obtained for the class.

25           14. The Court approves and orders payment from the Gross Settlement Amount in the  
26 amount of Eleven Thousand Five Dollars and Zero Cents (\$11,500.00) to CPT Group for performance  
27 of settlement administration services.  
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1           15.     Participating Class Members will have one hundred eighty (180) calendar days from  
2 the date of issuance of the check to cash or otherwise deposit their check. For any check not cashed  
3 after 180 calendar days, the Settlement Administrator shall cancel the check and remit the funds to  
4 the California State Controller’s Office for Unclaimed Property. The Settlement Administrator shall  
5 inform the Parties regarding the status of any uncashed checks at the conclusion of the 180-calendar  
6 day check cashing period, including the amount at issue.

7           16.     Effective on the date when Defendant fully funds the entire Gross Settlement Amount  
8 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,  
9 Plaintiff and Class Members will release claims against all Released Parties as follows: All  
10 Participating Class Members, on behalf of themselves and their respective former and present  
11 representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released  
12 Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class  
13 Period facts stated in the Operative Complaint and which occurred during the Class Period, including,  
14 any and all claims involving any alleged failure to pay minimum wages, failure to pay overtime, failure  
15 to provide meal periods or additional pay in lieu thereof, failure to provide rest breaks or additional  
16 pay in lieu thereof, failure to timely pay wages (including at least minimum wage for all time worked,  
17 overtime wages for all overtime hours worked, accrued unused vacation, meal period premium wages,  
18 and/or rest period premium wages) upon separation, failure to timely pay wages owed during  
19 employment, inaccurate itemized wage statements; and any alleged violation of California Labor Code  
20 sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 1197.1, the applicable  
21 California Industrial Welfare Commission Wage Orders, and all related or corresponding federal laws;  
22 and any alleged unfair business practices in violation of California Business and Professions Code §  
23 17200 et seq.; and any claims under California Labor Code Section 2698 et seq. for the foregoing  
24 Labor Code violations (the “Released Claims”). Participating Class Members do not release any other  
25 claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment  
26 and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or  
27 claims based on facts occurring outside the Class Period.

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17. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

18. Pursuant to California Rules of Court, Rule 3.771(b), within 30 days of service of notice of entry of judgment, the Settlement Administrator shall post on the Settlement Administrator's website a copy of this Judgment.

19. The Settlement Administrator shall file a final report by R | A | G | G | indicating the disbursements were made pursuant to the settlement.

20. A ~~final report hearing~~ regarding distribution of the settlement funds is set for R | A | G | G | at \_\_\_\_\_ a.m./p.m. in Department 12 of the above-captioned Court.

**IT IS SO ORDERED.**

Dated: 08/28/2024



*Carolyn B. Kuhl*

Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl  
Judge of the Superior Court